



COLLEGE
EMPLOYER
COUNCIL

CONSEIL DES
EMPLOYEURS
DES COLLÈGES

Academic Bargaining 2024

CEC Response to OPSEU's U15



Presented by:

The College Employer Council
(on behalf of the Colleges of Applied Arts and
Technology)

To:

The Ontario Public Service Employees Union
(for CAAT Academic Employees)

September 25, 2024

The CEC maintains all of its proposals outlined in M9 Article 8 & LOU – Signing of the Collective Agreement

CEC maintains that the proposals in M9 are important to bring the collective agreement in line with the norm for labour relations across the province.

8.04 A & B

CEC maintains its counter-proposal from its U5 and U6 Management Response on September 10th

It is important for partial-load teachers, who are going to represent bargaining unit members, to have had sufficient time to become part of the College community and understand it, just as it is required for full-time faculty members. Therefore, CEC maintains its counter-proposal that partial-load teachers have 10 service credits prior to being eligible to be allocated hours under this Article. With respect to 8.04 B, the CEC notes that every Union Local is afforded the same amount of time, regardless of college size. However, CEC is open to granting more time for Union business provided that OPSEU funds it.

The CEC makes the following counter-proposal on 8.04 A & B which are packaged together.

8.04 A The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee with at least 10 service credits calculated in accordance with article 26.10 C,** for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:

- i. the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;
- ii. the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

8.04 B In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

- (i) In each College, there shall be a reduction of up to ~~30~~ **70** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first 15 hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next 15 hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour (9) shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF). **to the College the base salary or, in the case of partial-load teachers, the hourly rate portion according to the following schedule:**
- a. **25% of the first 15 hours;**
 - b. **50% of the next 15 hours; and**
 - c. **100% of the next 40 hours.**
- (ii) In each College there shall be a further reduction of up to ~~35~~ teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF **Standard Workload Form (SWF).**
- (iii) **In the case of a partial-load employee, the allocation of hours for Union business shall be in addition to their partial-load assignment and used for calculating pay only. Such hours shall not be used for purposes of Article 26. Hours for Union business that extend beyond the dates of the partial-load assignment shall be at no cost to the College.**

OPSEU's counter-proposal

- 8.04 A** The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee,** for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:
- i. the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;

(ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

8.04 B

In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

- (i) In each College, there shall be a reduction of up to ~~30~~**40 35** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first ~~15~~**20** hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next ~~15~~**20** hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF) ~~or the Partial-Load Assignment Calculator (PLAC)~~. **In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.**
- (ii) In each College there shall be a further reduction of up to ~~35~~**40** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF ~~or the Partial-Load Assignment Calculator (PLAC)~~. **In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the**

minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.

8.05 A

CEC does not agree with OPSEU's counter-proposal

Many of OPSEU's proposals focus on stability and predictability for faculty. Providing a Union offload to the College on the same day that SWFs are due to full-time faculty does not provide stability for members. Rather, it results in SWFs being re-worked and re-issued with less than six weeks prior to the start of the semester.

CEC maintains its proposal in M9

The CEC reserves the right to add to or to modify these proposals during the course of bargaining.